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CONTRACT	DATA	REQUIREMENTS LIST (CDR	L)

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A. CONTRACT LINE	ITEM NO.	B. EXHIBIT		C. CATEGORY: TDP	TM	OTHER_ENGINEER				
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A. CONTRACT LINE ITEM NO. B. EXHIBIT					C. CATE		TM	OTHER ENGINEE	:R				
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A. CONTRACT LINE I	I EM NO.	B. EXHIBI	IT		C. CATEGORY: TDP TM OTHER_ADMIN			ADMIN				
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IE. REMARKS 16. REMARKS 17. The Contractor shall submit a Mobilization Report to the Government at the "Pre-CSD" meeting. This report shall address the tasks and findings outlined in the Contractors submitted Mobilization Plan. 27. The Mobilization Report shall be submitted in Contractor format. 38. Any documented Action Item Report/Request forms from the Mobilization Period shall be included as an attachment to the Report. These items and their resolutions shall be discussed at the "Pre-CSD" meeting. 49. The Government will have 15 working days to review, accept or reject the submitted Mobilization Report. 19. The Mobilization Report shall be submitted in Contractor format. 20. The Mobilization Report shall be submitted in Contractor format. 21. The Government will have 15 working days to review, accept or reject the submitted Mobilization Report. 22. The Mobilization Report/Request forms from the Mobilization Plan. 23. Any documented Action Item Report/Request forms from the Mobilization Plan. 24. The Government will have 15 working days to review, accept or reject the submitted Mobilization Report. 25. The Mobilization Report shall address the tasks and findings outlined in the Contractor format. 26. The Mobilization Report shall address the tasks and findings outlined in the Contractor format. 27. The Mobilization Report shall address the tasks and findings outlined in the Contractor format. 28. The Mobilization Report shall address the tasks and findings outlined in the Contractor format. 29. The Mobilization Report shall address the tasks and findings outlined in the Contractor format.														
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CONTRACT DATA	REQUIREMENTS LIST (CDRL)

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18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE IT	EM NO. B.	EXHIBIT			C. CATEGORY:		TMOTHER CONFIG M					
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4. AUTHORITY (Data A DI-CMAN-80858A	Acquisition Document N	10.)		ONTRACT F OW PARA. 5	REFERENCE 5.6.3		6. REQUIRING OFFICE CG FTS COTR					
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17. PRICE GROUP

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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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D. SYSTEM/ITEM FLIGHT TRAINING	G SYSTEMS		E. CONTR. IMOMS	ACT/PI	R NO.		F. CONTRAC	TOR		·····							
1. DATA ITEM NO.	2. TITLE OF DATA		COVERN		DOCC		3. SUBTITLE		CATION								
E002	REVISION TO	EVIOLIN	3 GOVENN	IA:EIN I	DUCS		SW PRODUC	1 SPECIFI	CATION								
4. AUTHORITY (Data DI-ADMN-80925	a Acquisition Documen	t No.)	5		TRACT RE PARA. 5.	EFERENCE 5.3			RING OFFICE S COTR								
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16. REMARKS								USCG PC			LTR	ļ					
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A. CONTRACT LINE IT	EM NO.	3. ЕХНІВП	Ţ,		EGORY:	TM	OTHER_ENGINEER					
D. SYSTEM/ITEM FLIGHT TRAINING S	SYSTEMS	E	E. CONTRACT	T/PR NO.		F. CONTR	ACTOR					
1. DATA ITEM NO. E003	2. TITLE OF DATA REVISION TO E		GOVERNME	NT DOCS		3. SUBTITI TRAINER F	LE FACILITY REPORT					
4. AUTHORITY (Data A DI-ADMN-80925	L cquisition Document	No.)		ONTRACT R OW PARA. 5			6. REQUIRING OFFICE CG FTS COTR					
7. DD 250 REQ 9 LT	. DIST STATEMENT REQUIRED		REQUENCY REQ, BLK 16	12. DATE 0 BLK 16	OF FIRST SI	JBMISSION	14. DISTRIBL		ION b. COPIES			
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16. REMARKS				<u> </u>			USCG PCO USCG FTS COR		LTR 1			
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2. BLK 12: Subm Government Fina		due 45	5 days pri	or to the	start of							
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CONTRACT	DATA	REQUIREM	ENTS LIST (CDRL	.)

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A. CONTRACT LIN	E ITEM NO.	B. EXHIB	BIT	To	CATEGORY:	TM	OTHER_	ENGINEER		w	
D. SYSTEMITEM FLIGHT TRAININ	IG SYSTEMS	1	E. CONTRAC	CT/PR N	10.	F. CONTRA	CTOR				***************************************
1. DATA ITEM NO. E004	2. TITLE OF DATE REVISION TO		GOVERNMI	ENT DO	ocs	3. SUBTITLI OPER. AND	E MAIN. MANU	AL(O&M)			
4. AUTHORITY (Da DI-ADMN-80925	ta Acquisition Docume	nt No.)			ACT REFERENC ARA. 5.5.3	E	6. REQUIF	RING OFFICE COTR			
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REVISION TO EXISTING GOVERNMENT DOCS  7. AUTHORITY (Date Acquisition Document No.)  7. DO 290 REQ 10. DIST STATEMENT RECOURS (DIST STATEMENT LT ASPEC) BLK 16  8. APP CODE  11. AS OF DATE 13. DATE IS USESCUENT SUBM. BLK 16  14. DISTRIBUTION 15. ASPEC, BLK 16  18. APP CODE 11. AS OF DATE 15. DATE IS USESCUENT SUBM. BLK 16  16. REMARKS 15. BLK 10: To be submitted each time a hardware modification is conducted.  2. BLK 12: Submission shall be due 45 days prior to the start of Government Final Inspection.  3. BLK 13: The final submission shall be delivered 30 days after completion of the modification.  4. The submissions shall be change pages to the existing Operating Instructions and reproducable copies submitted on magnetic media 3-1/2 inch floppy or CD ROM in Windows format, text in Word 2000 (or later). Diagrams and figures shall be in AutoCad 2000, BMP, JPG, WMF, or Embedded in Word 2000 compatible fles.  5. Contractor shall incorporate Government comments, if any, prior to the start of GFI for acceptance of the preliminary.  6. The Government will have 30 days to review, accept or reject each submission. If draft is acceptable to the Government, no final copy is necessay.  1. BLK 10: Data to be submitted each time a software modification is conducted.  2. BLK 12: Submission shall be due 30 days prior to the start of Government Final Inspection.  3. Trainer system software/firmware source code listings shall be delivered in the form of compilable source code suitable to generate object code as part of the warm start. Delivery of the source code shall be on CD-ROM.  4. The Government will have 30 days to review, accept or reject each submission.  5. CORTRACT REFERENCE CGS TROTHER 150 BARTHER SUBMISSION 150 BARTHER 150		SYSTEMS				/PŘ NO.		F. CONTRAC	CTOR			
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18. ESTIMATED TOTAL PRICE

### CONTRACT DATA REQUIREMENTS LIST (CDRL)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing
nstructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of
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A. CONTRACT LINE	ITEM NO.	B. EXHI	BIT			EGORY:	TM	OTHER_ENGINEER_	·····		
D. SYSTEMITEM FLIGHT TRAINING	G SYSTEMS		E. CONT IMOMS		PŘ NO.		F. CONTRAC	TOR			
1. DATA ITEM NO. E006	2. TITLE OF DAT REVISION TO		IG GOVER	NMEN	T DOCS		3. SUBTITLE COMP. SYS.	OPER. MAN.(CSOM)			
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CONTRACT DATA	REOUIREMENTS LIST (CDRI.	.)

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A. CONTRACT LINE	ITEM NO.	B. EXHIBIT		C. CATE		TM	OTHER_E	NGINEER			
D. SYSTEM/ITEM FLIGHT TRAINING	3 SYSTEMS		ONTRACT OMS	T/PR NO.		F. CONTRA	CTOR				
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4. AUTHORITY (Date DI-ADMN-80925	Acquisition Docume	nt No.)		ONTRACT RE			6. REQUIRE	NG OFFICE			
7. DD 250 REQ	9. DIST STATEMEN	IT 140 EDEC		12. DATE OF		DMICCION			ITION		
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completed form to th	e government Iss	uing Co	ontracting Of	ficer fo	or the Contract	/PR N	o. in Block	: E.			
A. CONTRACT LINE ITE		C. CATEGORY:		1	OTHER_ENGINEER	_					
D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR IMOMS											
1. DATA ITEM NO. E008	2. TITLE OF DATA REVISION TO E		3 GOVERNM	ENT D	ocs		SUBTITLE RE LIST				
4. AUTHORITY (Data Ad DI-ADMN-80925		6. REQUIRING OFFICE CG FTS COTR			***************************************						
7. DD 250 REQ 9. LT	DIST STATEMENT REQUIRED		REQUENCY SREQ, BLK 16	DATE OF FIRST BLK 16	SUBM	ISSION	14. DISTRIBUT		ION b. COPIES		
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A. CONTRACT LINE	OTHER ENGINEER										
D. SYSTEM/ITEM FLIGHT TRAINING	3 SYSTEMS	<u></u>	E. CONTRA	ACT/PR	NO.	F. CONTRAC	CTOR				
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The following Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) solicitation provisions apply:

52.212-1 Instructions to Offerors- Commercial Items (APR 2008) is tailored as follows to include the below additional provisions and proposal instructions.

# FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

- 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)
- 52.217-5 Evaluation of Options (Jul 1990)

Proposal Instructions: Offers shall be prepared in Font Times New (WI) Regular 12 (or similar). Number of pages shall not exceed a total of 30 (15 sheets front and back). Provide three (3) copies. Resumes shall not exceed three (3) pages. Faxed or e-mailed proposals will not be accepted.

(End of provision)

#### 52.212-2 Evaluation – Commercial Items (Feb 2008)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose written proposal represents the best overall value to the Government including options and appropriate consideration given to the four major areas in their descending order of importance: 1) technical, 2) relevant experience. 3) organizational and management, and 4) past performance. Price proposal shall be submitted as a separate proposal. Price is not a weighted factor and is used to determine affordability and reasonableness. It is less important than the combined technical, relevant experience, organization and management, and past performance factors; however, price is an important factor and its importance as an evaluation factor will increase as the degree of equality between proposals increases. Unrealistically low proposed prices may be grounds for eliminating a proposal from the competition either on the basis that the offeror does not understand the requirement or the offeror has made as unrealistic proposal. The following factors shall be used to evaluate offers and are in order of importance:
- (1) Technical Approach: The offeror must demonstrate a fully "integrated" and responsive infrastructure to support maintenance, operations, and modifications for training systems covered under the statement of work. Describe all in-house core technical competencies and any proposed teaming relationships, if any, with other commercial organizations or proposed subcontractors.

The appropriateness of the offeror's staffing needs (quantity and quality) on-site and offsite to accomplish the program and meet trainer readiness objectives while ensuring maximum utilization of each team member and maintaining personnel continuity through the peaks and valleys of program activity.

Submit Key Personnel Qualification Summaries outlining skill and experience levels of proposed key management and technical on-site and off-site staff, and on-site supply technician that best meet all program objectives.

(2) Relevant Experience: Describe the offeror's experience on programs or projects similar in nature to the efforts required by the Statement of Work. If the offeror does not have such experience, the offeror must explain what experience proposed key personnel will bring to the company. The offeror should describe such programs or projects by the nature of the work, their role in the project, size of the program, whether the work was government or commercial, and provide rationale supporting how that work experience is relevant to the IMOMS requirements.

Demonstrated integrated product development experience. The offeror must clearly demonstrate satisfactory experience implementing major systems modifications to flight training devices similar in complexity and design to the Operational Flight Trainers located at ATC. Modifications include but are not limited to hardware additions and upgrades due to equipment obsolescence or cockpit configuration currency changes and software rewrites on existing code and/or programming due to new equipment or changes to aircraft systems functionality. Describe scheduling, quality assurance, risk, and software configuration management tools and processes used in the design, development, fabrication, installation, testing, and documentation of trainer modifications.

(3) Organizational and Management: The degree to which the proposal demonstrates that the offeror has a sound understanding of the scope of IMOMS effort and a thorough understanding of the problems and risk areas involved in the work to be performed.

The degree to which the proposal establishes well-defined lines of authority, responsibility, and communication; overall efficiency, effectiveness, and flexibility of the management plan for directing all phases of the scope of work and for managing all contract staff including subcontractors; and the ability of the organization to quickly respond to technical changes and mobilize resources to resolve both technical and administrative challenges.

(4) Past Performance: Offeror's are required to provide past performance references over the past three years for itself and any proposed teaming partners. Past performance evaluations will focus on the quality of product and service, including consistency in meeting goals and targets, and cooperation and effectiveness in fixing problems; cost control, including forecasting costs as well as accuracy in financial reporting; timeliness of performance, including adherence to schedules, other time-sensitive project conditions, and effectiveness of on-site and off-site management to make prompt decisions and

ensure efficient operation of tasks; customer satisfaction, including satisfactory business relationships with clients and partners, initiation and management of several complex activities simultaneously, coordination among subcontractors, satisfactory correction of problems, and cooperative attitude in fixing problems; and effectiveness of key personnel including, effectiveness and appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients where identified.

The Technical Evaluation Committee may give more weight to experience and past performance information that is considered more relevant and/or more current. In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will be evaluated neutral. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's past performance.

- (b) Pricing proposal: For CLIN 0001 and 0002 (and associated option year CLIN's), provide a detailed breakdown of your "Not to exceed price" by labor category, base hourly labor rate, overtime rate, applicable overheads and profit, estimated hours, total estimated price for each category and for the CLIN. CLIN 0001 will be considered outside the total evaluated price and will be considered for price reasonableness only. CLIN 0005 (and associated option year CLIN's) in support of CLIN 0002, provide a detailed breakdown of the estimated number of trips, unit and total not-to-exceed price for projected travel cost.
- (c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. (End of Provision)
- 52.212-3 Offeror Representations and Certifications—Commercial Items (June 2008) An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.
  - (a) Definitions. As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate –

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
  - (6) Have been voluntarily suspended.
  - "Service-disabled veteran-owned small business concern"—
    - (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more servicedisabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov .After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference
(see FAR 4.1201), except for paragraphs
[Offeror to identify the applicable paragraphs at (c) through (m) of this provision
that the offeror has completed for the purposes of this solicitation only, if any.
These amended representation(s) and/or certification(s) are also incorporated in
this offer and are current, accurate, and complete as of the date of this offer.
Any changes provided by the offeror are applicable to this solicitation only, and
do not result in an update to the representations and certifications posted on ORCA.]
(c) Offerors must complete the following representations when the resulting contract
is to be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it \( \square\$ is,
is not a small business concern.
(2) Veteran-owned small business concern. [Complete only if the offeror
represented itself as a small business concern in paragraph (c)(1) of this provision.] The
offeror represents as part of its offer that it \[ \] is, \[ \] is not a veteran-owned small
business concern.
(3) Service-disabled veteran-owned small business concern. [Complete only if the
offeror represented itself as a veteran-owned small business concern in paragraph (c)(2)
of this provision.] The offeror represents as part of its offer that it $\square$ is, $\square$ is not a
service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror
represented itself as a small business concern in paragraph (c)(1) of this provision.] The
offeror represents, for general statistical purposes, that it $\square$ is, $\square$ is not, a small
disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. [Complete only if the offeror
represented itself as a small business concern in paragraph (c)(1) of this provision.] The
offeror represents that it $\square$ is, $\square$ is not a women-owned small business concern.
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to
exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern).
[Complete only if the offeror is a women-owned business concern and did not represent
itself as a small business concern in paragraph (c)(1) of this provision.] The offeror
represents that it is, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid,
small business offerors may identify the labor surplus areas in which costs to be incurred
on account of manufacturing or production (by offeror or first-tier subcontractors)
amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being setaside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it \(\bigcap\) is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs). Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.
  - (i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material

change in disadvantaged ownership and control has occurred since its certification, and,
where the concern is owned by one or more individuals claiming disadvantaged status,
the net worth of each individual upon whom the certification is based does not exceed
\$750,000 after taking into account the applicable exclusions set forth at 13 CFR
124.104(c)(2); or
(B) It has, has not submitted a completed application to the
Small Business Administration or a Private Certifier to be certified as a small
disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a
decision on that application is pending, and that no material change in disadvantaged
ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small
Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a
joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the
representation in paragraph (c)(9)(i) of this provision is accurate for the small
disadvantaged business concern that is participating in the joint venture. [The offeror
shall enter the name of the small disadvantaged business concern that is participating in
the joint venture:]
(10) HUBZone small business concern. [Complete only if the offeror represented
itself as a small business concern in paragraph (c)(1) of this provision.] The offeror
represents, as part of its offer, that
(i) It is, is not a HUBZone small business concern listed, on the
date of this representation, on the List of Qualified HUBZone Small Business Concerns
maintained by the Small Business Administration, and no material change in ownership
and control, principal office, or HUBZone employee percentage has occurred since it was
certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It is, in not a joint venture that complies with the requirements of
13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is
accurate for the HUBZone small business concern or concerns that are participating in
the joint venture. [The offeror shall enter the name or names of the HUBZone small
business concern or concerns that are participating in the joint venture:]
Each HUBZone small business concern participating in the joint venture shall submit a
separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246 (1)
Previous contracts and compliance. The offeror represents that
(i) It \( \square\$ has, \( \square\$ has not, participated in a previous contract or subcontract
subject to the Equal Opportunity clause of this solicitation; and
(ii) It has, has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that

(i) It \( \square\) has developed and has on file, [] has not developed and does not
have on file, at each establishment, affirmative action programs required by rules and
regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It has not previously had contracts subject to the written affirmative
action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.
1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its
offer, the offeror certifies to the best of its knowledge and belief that no Federal
appropriated funds have been paid or will be paid to any person for influencing or
attempting to influence an officer or employee of any agency, a Member of Congress, an
officer or employee of Congress or an employee of a Member of Congress on his or her
behalf in connection with the award of any resultant contract. If any registrants under the
Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror
with respect to this contract, the offeror shall complete and submit, with its offer, OMB
Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the
registrants. The offeror need not report regularly employed officers or employees of the
offeror to whom payments of reasonable compensation were made.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition
Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this

- solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."
  - (2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN	

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country end product," "Israeli end product," and 'United States' are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
	 <b>-</b>

#### [List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
W :	*

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:	Line Item No.
	[List as necessary]

- (3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

#### [List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Line Item No.:	Country of Origin:
[List a	s necessary]
(iii) The Government will ev	valuate offers in accordance with the policies
and procedures of FAR Part 25. For line ite	ms covered by the WTO GPA, the
Government will evaluate offers of U.Sma	
without regard to the restrictions of the Buy	
consider for award only offers of U.Smad	e or designated country end products unless
the Contracting Officer determines that there	re are no offers for such products or that the
offers for such products are insufficient to f	fulfill the requirements of the solicitation.
(h) Certification Regarding Responsibilit	y Matters (Executive Order 12689). (Applies
only if the contract value is expected to exc	eed the simplified acquisition threshold.) The
offeror certifies, to the best of its knowledg	e and belief, that the offeror and/or any of its
principals	
(1) Are, are not presently de	barred, suspended, proposed for debarment, or
declared ineligible for the award of contrac	· -
	three-year period preceding this offer, been
	ed against them for: commission of fraud or a
criminal offense in connection with obtaining	
Federal, state or local government contract	
antitrust statutes relating to the submission	
	uction of records, making false statements, tax
evasion, violating Federal criminal tax laws	
	dicted for, or otherwise criminally or civilly
	mission of any of these offenses enumerated in
paragraph (h)(2) of this clause; and	
······································	three-year period preceding this offer, been
	an amount that exceeds \$3,000 for which the
liability remains unsatisfied.	

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

# (1) Listed end products

	Listed End Product:	Listed Countries of Origin:			
	:				
		<u>.                                    </u>			
	. :				
		Officer has identified end products and			
	countries of origin in paragraph (i)(1) of this				
	either (i)(2)(i) or (i)(2)(ii) by checking the ap	-			
	(i) The offeror will not supply any end product listed in paragraph				
	(i)(1) of this provision that was mined, produ-	ced, or manufactured in the corresponding			
	country as listed for that product.				
	f	y an end product listed in paragraph (i)(1) of			
	this provision that was mined, produced, or m	* -			
	listed for that product. The offeror certifies th	at is has made a good faith effort to			
	determine whether forced or indentured child	labor was used to mine, produce, or			
	manufacture any such end product furnished	under this contract. On the basis of those			
	efforts, the offeror certifies that it is not aware	e of any such use of child labor.			
	(j) Place of manufacture. (Does not apply u	inless the solicitation is predominantly for			
	the acquisition of manufactured end products	.) For statistical purposes only, the offeror			
	shall indicate whether the place of manufactu	re of the end products it expects to provide			
	in response to this solicitation is predominant	:ly—			
	(1) In the United States (Check thi	is box if the total anticipated price of offered			
	end products manufactured in the United Stat	es exceeds the total anticipated price of			
	offered end products manufactured outside the	e United States); or			
	(2) Outside the United States.				
	(k) Certificates regarding exemptions from	the application of the Service Contract Act.			
	(Certification by the offeror as to its complian	ace with respect to the contract also			
	constitutes its certification as to compliance b	by its subcontractor if it subcontracts out the			
exempt services.) [The contracting officer is to check a box to indicate if paragraph (l					
or (k)(2) applies.]					
	(1) Maintenance, calibration, or re	epair of certain equipment as described in			
	FAR 22.1003-4(c)(1). The offeror $\square$ does $\square$	does not certify that—			
	(i) The items of equipment to l	be serviced under this contract are used			
	regularly for other than Governmental purpos	ses and are sold or traded by the offeror in			
	substantial quantities to the general public in	the course of normal business operations;			

- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror	
does does not certify that—	

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv)The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
  - (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any
delinquent amounts arising out of the offeror's relationship with the Government (31
U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting
requirements described in FAR 4.904, the TIN provided hereunder may be matched with
IRS records to verify the accuracy of the offeror's TIN.]
(3) Taxpayer Identification Number (TIN).
TIN:
☐ TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign
partnership that does not have income effectively connected with the conduct of a
trade or business in the United States and does not have an office or place of
business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
☐ International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent:
Name and TIN of common parent:
Name
TIN
m. Restricted business operations in Sudan. By submission of its offer, the offeror
certifies that it does not conduct any6 restricted business operations in Sudan.
(End of Provision)
Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph
(c)(11) to the basic provision:
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph
(c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its
ownership falls]:
Black American.

Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia,
Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),
Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of
Palau), Republic of the Marshall Islands, Federated States of Micronesia, the
Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong,
Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India,
Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.

52.212-4 Contract Terms and Conditions - Commercial Items (Feb 2007) Alt I (Feb 2007) is tailored as follows to include below additional terms, conditions and clauses.

#### ADDITIONAL CONTRACT TERMS AND CONDITIONS

#### 1.0 CONTRACT ADMINISTRATION DATA

#### ADDRESS FOR CORRESPONDENCE:

All correspondence, except as otherwise specified, shall be directed to the following address:

Contracting Officer (ALD)

USCG Aircraft Repair and Supply Center

Attn: Judi Knotts

Elizabeth City, NC 27909

REFERENCE:	Contract No.:		
	(1	to be determined	at award)

#### 2.0 **INVOICE INSTRUCTIONS:**

The original of the Contractor's invoice shall be submitted to the designated billing office for payment as follows:

Chief, Financial Branch 1430 A Kristina Way Chesapeake, VA 23706

REFERENCE:	Contract No.:	
		(to be determined at award)

The amount billed each month under CLIN 0002, CLIN 0011, and CLIN 0020 shall include a breakdown by labor category and hours and shall be the same as reflected on the contractor's status report.

#### 3.0 INSURANCE REQUIREMENTS.

In accordance with the clause entitled, "Insurance – Work on a Government Installation" (FAR 52.228-5, Jan 1997), the contractor shall be required to procure and maintain, during the entire period of performance under this contract, the following minimum insurance, and shall furnish a certificate thereof to the Contracting Officer prior to award

of contract. The certificate(s) must contain an expiration date and endorsement stating that, "Any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives advance written notice of cancellation or change to the Contracting Officer."

- Vehicle Registration and Insurance, automobile liability insurance written on the comprehensive form of policy. The policy will provide for bodily injury of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (b) Comprehensive general liability insurance to insure against bodily injury in the minimum amount of \$500,000 per occurrence.
- (c) Full insurance coverage in accordance with the State of Alabama Workman's Compensation law.

#### 4.0. TRAVEL

- (a) Necessity for travel will be reviewed and approved by the Contracting Officer in conjunction with the COTR.
- (b) All travel, lodging, meals, car rental and incidental expenses incurred by the contractor shall be reimbursed in accordance with the methods specified in FAR 31.205-46, Travel Costs, provided the method used results in a reasonable charge.

#### 5.0 WAGE DETERMINATION.

Wage determination No. 2005-2009 (Rev 6) dated 9 Oct 2007 is applicable to all labor categories with the exception of the site manager/project manager. See Addendum 5.

### 6.0 PREMIUM TIME SUPPORT WAGE GRADE ONLY

On occasion the government may require support beyond the normally scheduled time. When scheduling outside the normal contracted training time of 0700 - 2300 the contractor will be given notice.

Contractor shall list each labor category, rate per labor hour, hours worked, and the extended total labor dollars per labor category. Note: Advanced written authorization must be received from the COTR to work overtime or to pay premium rates.

#### 7.0 PERIOD OF PERFORMANCE AND FUNDING

This contract is for a base period of one year with two (2) one-year options. The base period will begin on day of award and run for a period of one year. The first one-year option period renewable at the expiration of the base period. The second option period is renewal at the end of the first option period. The total contract period shall not exceed three years. The decision to exercise the option shall be at the sole discretion of the government in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

At time of award, this contract will be funded through 30 September 2008. Funds are not presently available for performance and no legal liability on the part of the Government

may arise for performance beyond 30 September 2008, until funds are made available to the Contracting Officer and until the Contractor receives written notice of availability from the Contracting Officer. Funding for option years will also only be available through 30 September of the option year. The above procedures will apply.

#### 8.0 U.S. COAST GUARD INFORMATION SYSTEMS SECURITY

No contractor personnel shall commence any performance under this contract until they (1) have received a security briefing about the Automated Information Systems (AIS) Security Manual, COMDTINST M5500.13 (series), from the appropriate Coast Guard Information Systems Security Officer (ISSO) and (2) have signed an "Annual Coast Guard Information Technology Contractor User Security Agreement." A sample of this user security agreement is provided as an Attachment to this contract. By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all Coast Guard information technology resources and information related thereto. The Contracting Officer Technical Representative (COTR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the security documents signed and submitted by the contractor employees.

The contractor shall only access those areas of Coast Guard information technology resources (e.g., computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, internet sites) explicitly stated in this contract and/or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not explicitly authorized by the statement of work, other terms and conditions in this contract or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, the Coast Guard will take appropriate actions with regard to the contract.

Contractor access to Coast Guard networks from a remote location is a temporary privilege for the mutual convenience it offers while the contractor performs business for the Coast Guard. It is not a right, a guarantee, a condition of the contract, nor is it Government Furnished Equipment (GFE).

Contractor access will be terminated for unauthorized use. The contractor agrees to hold the Coast Guard harmless and the contractor will not request additional time or money under the contract for delay resulting from unauthorized use.

9.0 SPECIAL CONTRACT REQUIREMENTS

SECURITY BACKGROUND CHECKS

- The Department of Homeland Security requires a Financial and Criminal Background Check to be performed by an independent party and submitted on company letterhead stationary to the Contracting Officer certifying that the background checks have been conducted and there are no negative financial situations or criminal offences in the employee's background. Any adverse information acquired by the contractor on the employee must be reported immediately to the Contracting officer. The independent party shall seek employee history on a national basis, not locally. Any and all contractor employees assigned and/or associated with the contract shall have a background check and the results submitted to the contracting Officer. During the performance of this contract, all contractor employees are subject to the Department of Homeland Security's new security regulations regarding contractor employee access to Coast Guard bases.
  - Copies of the background checks Criminal and Financial will be held by the contractor in a secure location in case there is a need for future verification.
- b. The company's letterhead stationary shall provide the required information. The following example is provided for your use:

"In accordance with Department of Homeland Security's new security regulations regarding contractor employee access to Coast Guard bases, (insert company name) has conducted a credit and criminal background investigation for (insert employee's name)."

- 1. Contract Number:
- 2. Contractor Employee's Name:
- 3. Employee's ID Number:
- 4. Employee's Start Date
- 5. Contract End Date:
- 6. Background Check Completion Date:
- 7. Division the employee works for:
- 8. Position Title:

### FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES

- 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
  - (a) 60 days
  - (c) three years
- 52.228-5 Insurance - Work on a Government Installation (Jan 1997)
- 52.252-2 Clauses incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they

were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far/ (End of clause)

FAR 52.204-1, Approval of Contract (Dec 1989)

This contract is subject to the written approval of Chief of the Contracting Office and shall not be binding until so approved.

(End of Clause)

FAR 52.216-1, Type of Contract (Apr 1984)

The Government contemplates award of a time and materials type contract.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

HOMELAND SECURITY ACQUISITION REGULATION (48 CFR CHAPTER 30) CLAUSES (can be accessed electronically at (www.dhs.gov)

### HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal

Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

## ALTERNATE I (JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor

personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

## 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

#### (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for at least 80 percent each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
- (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively. (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

ADDENDUM 4

- (e) Treatment of Certain Rights.
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
- (f) Disclosure. The offeror under this solicitation represents that [Check one]:
- __ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
- __ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal. (End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (June 2008)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to

implement provisions of law or Executive orders applicable to acquisitions of commercial items:

## [Contracting Officer shall check as appropriate.]

_X_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006),
with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its
offer)(15 U.S.C. 657a).
(4) [Reserved]
_X_ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C.
644).
(ii) Alternate I (Oct 1995) of 52.219-6.
(iii) Alternate II (Mar 2004) of 52.219-6.
(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C.
644).
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
_X_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C.
637(d)(2) and (3)).
(8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637
(d)(4).)
(ii) Alternate I (Oct 2001) of 52.219-9.
(iii) Alternate II (Oct 2001) of 52.219-9.
_X_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
(10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C.
637(d)(4)(F)(i)).
(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small
Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to
waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.
(12) 52.219-25, Small Disadvantaged Business Participation Program—
Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section, 7102, and 10
U.S.C. 2323).
(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive
Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
_X_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)). The following paragraph of this clause may require completion:
(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the
representation was completed:
The Contractor represents that it is, is not a small business concern under
NAICS Code
assigned to contract number
[Contractor to sign and date and insert authorized signer's name and title].
_X_ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
(17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb
2008) (E.O. 13126).
_X_ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_X_ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
_X_ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
_X_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29
U.S.C. 793).
_X_ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of
the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
_X_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union
Dues or Fees (Dec 2004) (E.O. 13201).
_X_ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all
contracts).
(ii) Alternate I (Aug 2007) of 52.222-50.
(25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-
Designated Products (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(26) 52 223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007) (42)

U.S.C. 8259b).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- _X_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).
- _X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

This clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

Employee Class: Project Manager/Site Manager \$40.45 per hour, Trainer Operators/Maintenance Personnel \$34.26 per hour, Supply Technician \$23.45 per hour. Modification/Engineering Personnel \$34.26 per hour, Subject Matter Expert (when required) \$34.26 per hour. Fringe Benefits Required: HEALTH & WELFARE - \$3.16 an hour or \$126.40 per week or \$547.73 per month. VACATION: - 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Req. 29 CFR 4.173) HOLIDAYS: - A minimum of ten paid holidays per year.

- _X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.). ____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3

years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

- (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

WD 05-2009 (Rev.-7) was first posted on www.wdol.gov on 06/03/2008 *********************** 

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2005-2009

Shirley F. Ebbesen Division of Revision No.: 7

Wage Determinations Date Of Revision: 05/29/2008 Director

State: Alabama

Area: Alabama Counties of Baldwin, Choctaw, Clarke, Conecuh, Covington, Escambia,

Mobile, Monroe, Washington

**Fringe Benefits Required Follow the Occupational Listing**

#### OCCUPATION CODE - TITLE MINIMUM WAGE RATE 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 11.77 01012 - Accounting Clerk II 14.58 01013 - Accounting Clerk III 16.30 01020 - Administrative Assistant 20.41 01040 - Court Reporter 15.26 01051 - Data Entry Operator I 9.49 01052 - Data Entry Operator II 11.57 01060 - Dispatcher, Motor Vehicle 15,19 01070 - Document Preparation Clerk 11.57 01090 - Duplicating Machine Operator 11.57 01111 - General Clerk I 10.19 01112 - General Clerk II 11.67 01113 - General Clerk III 13.29 01120 - Housing Referral Assistant 18.44 01141 - Messenger Courier 9.26 01191 - Order Clerk I 11.11 01192 - Order Clerk II 12.61 01261 - Personnel Assistant (Employment) I 17.24 01262 - Personnel Assistant (Employment) II 20.67 01263 - Personnel Assistant (Employment) III 24.58 01270 - Production Control Clerk 18.39 01280 - Receptionist 9.23 01290 - Rental Clerk 13.40 01300 - Scheduler, Maintenance 14.73 01311 - Secretary I 14.73 01312 - Secretary II 16.55 01313 - Secretary III 18.44 01320 - Service Order Dispatcher 13.59 01410 - Supply Technician 19.86 01420 - Survey Worker 14.51 01531 - Travel Clerk I 10.30 01532 - Travel Clerk II 10.93 01533 - Travel Clerk III 11.51 01611 - Word Processor I 11.57

01612 - Word Processor II

13.45

	- Word Processor III		15.26	
	Automotive Service Occupations			
	- Automobile Body Repairer, Fiberglass		16.74	
	- Automotive Electrician		15.47	
	- Automotive Glass Installer		13.88	
	- Automotive Worker		13.88	
	- Mobile Equipment Servicer		12.11	
	- Motor Equipment Metal Mechanic		15.47	
05160	- Motor Equipment Metal Worker		13.88	
05190	- Motor Vehicle Mechanic		15.47	
05220	- Motor Vehicle Mechanic Helper		11.51	
05250	- Motor Vehicle Upholstery Worker		13.88	-atom- '
05280	- Motor Vehicle Wrecker		13.88	
05310	- Painter, Automotive		15.40	
05340	- Radiator Repair Specialist		14.87	
05370	- Tire Repairer		11.30	
05400	- Transmission Repair Specialist		15.47	
07000 -	Food Preparation And Service Occupations			
	- Baker		10.92	
07041	- Cook I		9.19	
07042	- Cook II		10.40	
07070	- Dishwasher		6.77	
	- Food Service Worker		8.06	
	- Meat Cutter		10.93	
	- Waiter/Waitress		6.44	
	Furniture Maintenance And Repair Occupations		* * * * * * * * * * * * * * * * * * * *	
	- Electrostatic Spray Painter		14.36	
	- Furniture Handler		11.23	
	- Furniture Refinisher		14.50	
	- Furniture Refinisher Helper		11.23	
	- Furniture Repairer, Minor		12.79	
	- Upholsterer		14.36	
	General Services And Support Occupations			
	- Cleaner, Vehicles		8.30	
	- Elevator Operator		8.30	
	- Gardener		10.26	
	- Housekeeping Aide		8.45	
	- Janitor		9.27	
	- Laborer, Grounds Maintenance		8.99	
	- Maid or Houseman		7.79	
	- Pruner		12.90	
	- Tractor Operator		10.08	
	- Trail Maintenance Worker		8.99	
	- Window Cleaner		9.20	
	Health Occupations		J.20	
	- Ambulance Driver		12.50	
	- Breath Alcohol Technician		13.90	
	- Certified Occupational Therapist Assistant		17.71	
	- Certified Physical Therapist Assistant		18.41	
	- Dental Assistant		12.47	
	- Dental Hygienist		27.40	
	- EKG Technician		16.45	
	- Electroneurodiagnostic Technologist	7 ,	16.45	
	- Emergency Medical Technician	f	12.50	•
	- Licensed Practical Nurse I		12.06	
	- Licensed Practical Nurse II		13.90	
	- Licensed Practical Nurse III		15.05	
	- Medical Assistant		11.57	
	- Medical Laboratory Technician		14.14	
	- Medical Record Clerk		12.87	
T-11 T O O	Medical Record Clerk		12.01	

12190 - Medical Record Technician		13.54
12195 - Medical Transcriptionist		12.87
12210 - Nuclear Medicine Technologist		27.40
12221 - Nursing Assistant I		8.89
12222 - Nursing Assistant II		9.99
12223 - Nursing Assistant III		10.90
12224 - Nursing Assistant IV		12.23
12235 - Optical Dispenser		13.49
12236 - Optical Technician		12.06
12250 - Pharmacy Technician		12.19
12280 - Phlebotomist		12.23
12305 - Radiologic Technologist		19.39
12311 - Registered Nurse I		18.53
12312 - Registered Nurse II		22.66
12313 - Registered Nurse II, Specialist		22.66
12314 - Registered Nurse III		27.42
12315 - Registered Nurse III, Anesthetist		27.42
12316 - Registered Nurse IV		32.87
12317 - Scheduler (Drug and Alcohol Testing)		18.53
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		18.98
13012 - Exhibits Specialist II		23.51
13013 - Exhibits Specialist III		28.72
13041 - Illustrator I		20.65
13042 - Illustrator II		24.45
13043 - Illustrator III		22.90
13047 - Librarian		23.95
13050 - Library Aide/Clerk		9.10
13054 - Library Information Technology Systems Administrator 13058 - Library Technician		21.86
_		13.15
13061 - Media Specialist I		14.50
13062 - Media Specialist II 13063 - Media Specialist III		16.21 18.08
13003 - Media Specialist III 13071 - Photographer I		14.60
13072 - Photographer II		16.34
13073 - Photographer III		20.23
13074 - Photographer IV		24.75
13075 - Photographer V		29.94
13110 - Video Teleconference Technician		11.44
14000 - Information Technology Occupations		11.44
14041 - Computer Operator I		13.45
14042 - Computer Operator II		15.05
14043 - Computer Operator III		18.01
14044 - Computer Operator IV		18.88
14045 - Computer Operator V		22.18
14071 - Computer Programmer I (1)		15.05
14072 - Computer Programmer II (1)		18.64
14073 - Computer Programmer III (1)		24.43
14074 - Computer Programmer IV (1)		27.62
14101 - Computer Systems Analyst I (1)		21.28
14102 - Computer Systems Analyst II (1)		25.75
14103 - Computer Systems Analyst III (1)		27.62
14150 - Peripheral Equipment Operator	,	13.45
14160 - Personal Computer Support Technician		18.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		21.79
15020 - Aircrew Training Devices Instructor (Rated)		26.36
15030 - Air Crew Training Devices Instructor (Pilot)		29.00
15050 - Computer Based Training Specialist / Instructor		21.78
15060 - Educational Technologist		20.19

	- Flight Instructor (Pilot)		29.00	
15080	- Graphic Artist		20.90	
15090	- Technical Instructor		16.21	
15095	- Technical Instructor/Course Developer		19.83	
15110	- Test Proctor		14.57	
	- Tutor		14.57	
	Laundry, Dry-Cleaning, Pressing And Related Occupations		x	
	- Assembler	,	7.96	
	- Counter Attendant			
			7.96	
	- Dry Cleaner		9.21	
	- Finisher, Flatwork, Machine		7.96	
	- Presser, Hand		7.96	****
16110	- Presser, Machine, Drycleaning		7.96 .	
16130	- Presser, Machine, Shirts		7.96	
16160	- Presser, Machine, Wearing Apparel, Laundry		7.96	
	- Sewing Machine Operator		9.77	
	- Tailor		10.30	
	- Washer, Machine		8.31	
	Machine Tool Operation And Repair Occupations		0.51	
	- Machine-Tool Operator (Tool Room)		15.97	
	- Tool And Die Maker			
			19.22	
	Materials Handling And Packing Occupations			
	- Forklift Operator		14.30	
	- Material Coordinator		17.92	
21040	- Material Expediter		17.92	
21050	- Material Handling Laborer		9.67	
21071	- Order Filler		10.71	
21080	- Production Line Worker (Food Processing)		14.25	
	- Shipping Packer		11.54	
	- Shipping/Receiving Clerk		11.54	
	- Store Worker I		10.09	
	Charle Clark		14.59	
	- Stock Clerk - Tools And Parts Attendant		14.25	
	- Warehouse Specialist		14.25	
			14.20	
	Mechanics And Maintenance And Repair Occupations		17 05	
	- Aerospace Structural Welder		17.25	
	- Aircraft Mechanic I		16.43	
	- Aircraft Mechanic II		17.25	
	- Aircraft Mechanic III		18.11	
	- Aircraft Mechanic Helper		11.55	
23050	- Aircraft, Painter		15.01	
23060	- Aircraft Servicer		13.71	
23080	- Aircraft Worker		14.71	
23110	- Appliance Mechanic		16.39	
	- Bicycle Repairer		11.30	
	- Cable Splicer		19.81	
	- Carpenter, Maintenance		15.37	
	- Carpet Layer		14.75	
	- Electrician, Maintenance		18.40	
	- Electronics Technician Maintenance I		17.33	
	- Electronics Technician Maintenance II		21.64	
	- Electronics Technician Maintenance III	\$	22.12	
	- Fabric Worker	* *	13.59	
	- Fire Alarm System Mechanic		16.72	
23310	- Fire Extinguisher Repairer		12.53	
23311	- Fuel Distribution System Mechanic		19.05	
23312	- Fuel Distribution System Operator		14.67	
	- General Maintenance Worker		15.66	
	- Ground Support Equipment Mechanic		16.43	-
	- Ground Support Equipment Servicer		15.06	
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23382	- Ground Support Equipment Worker	16.15	
	- Gunsmith I	12.44	
	- Gunsmith II	14.54	
23393	- Gunsmith III	16.43	
	- Heating, Ventilation And Air-Conditioning Mechanic	15.97	
	- Heating, Ventilation And Air Contditioning Mechanic		
16.86		(11000001 11 0011110, /	
	- Heavy Equipment Mechanic	16.40	
	- Heavy Equipment Operator	15.10	
	- Instrument Mechanic	17.18	
	- Laboratory/Shelter Mechanic	15.52	
	- Laborer	10.20	<u>.</u> .
	- Locksmith	15.37	
	- Machinery Maintenance Mechanic	20.10	
	- Machinist, Maintenance	16.30	
	- Maintenance Trades Helper	11.12	
	- Metrology Technician I	17.18	
	- Metrology Technician II	18.04	
	- Metrology Technician III		
	- Metrology rechnician iii - Millwright	18.94	
	- Office Appliance Repairer	17.46	
	- Painter, Maintenance	15.51	
	- Pipefitter, Maintenance	16.70	
	- Plumber, Maintenance	19.36	
		16.33	
	- Pneudraulic Systems Mechanic	16.43	
	- Rigger	16.43	
	- Scale Mechanic	14.57	
	- Sheet-Metal Worker, Maintenance	14.94	
	- Small Engine Mechanic	14.57	
	- Telecommunications Mechanic I	22.89	
	- Telecommunications Mechanic II	24.07	
23930	- Telephone Lineman	18.92	
23960	- Welder, Combination, Maintenance	16.69	
	- Well Driller - Woodcraft Worker	16.43	
		16.43	
	- Woodworker	12.67	
	Personal Needs Occupations - Child Care Attendant	n 00	
	- Child Care Center Clerk	8.82	
	- Chore Aide	11.33	
		7.34	
	- Family Readiness And Support Services Coordinator - Homemaker	12.04	
	···	12.22	
	Plant And System Operations Occupations - Boiler Tender	00.01	
		20.21	
	- Sewage Plant Operator	15.82	
	- Stationary Engineer	20.21	
	- Ventilation Equipment Tender	11.45	
	- Water Treatment Plant Operator	15.60	
	Protective Service Occupations		
	- Alarm Monitor	11.63	
	- Baggage Inspector	10.26	
	- Corrections Officer	14.52	
	- Court Security Officer	14.52	
	- Detection Dog Handler	12.39	
	- Detention Officer	14.52	
	- Firefighter	13.04	
	- Guard I	10.26	
	- Guard II	12.39	
	- Police Officer I	16.71	
27132	- Police Officer II	18.56	

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	Recreation Occupations	
	- Carnival Equipment Operator	9.67
	- Carnival Equipment Repairer	10.34
	- Carnival Equpment Worker	7.60
	- Gate Attendant/Gate Tender	12.14
	- Lifeguard	10.82
	- Park Attendant (Aide)	13.83
28510	- Recreation Aide/Health Facility Attendant	9.91
28515	- Recreation Specialist	11.11
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	.14.03
29000 -	Stevedoring/Longshoremen Occupational Services	
	- Blocker And Bracer	17.26
29020	- Hatch Tender	17.26
	- Line Handler	17.26
	- Stevedore I	16.07
	- Stevedore II	18.50
	Technical Occupations	
	- Air Traffic Control Specialist, Center (HFO) (2)	32.97
	- Air Traffic Control Specialist, Station (HFO) (2)	22.73
	- Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
	- Archeological Technician I	15.22
	- Archeological Technician II	17.03
	- Archeological Technician III	21.16
	- Cartographic Technician	21.13
		20.17
	- Civil Engineering Technician	
	- Drafter/CAD Operator I	15.01
	- Drafter/CAD Operator II	16.79
	- Drafter/CAD Operator III	18.72
	- Drafter/CAD Operator IV	21.82
	- Engineering Technician I	14.50
	- Engineering Technician II	16.27
	- Engineering Technician III	18.20
	- Engineering Technician IV	22.56
	- Engineering Technician V	27.59
	- Engineering Technician VI	33.38
	- Environmental Technician	21.31
	- Laboratory Technician	22.25
	- Mathematical Technician	22.56
	- Paralegal/Legal Assistant I	14.97
	- Paralegal/Legal Assistant II	18.43
	- Paralegal/Legal Assistant III	22.73
	- Paralegal/Legal Assistant IV	27.47
	- Photo-Optics Technician	21.13
	- Technical Writer I	19.53
30462	- Technical Writer II	23.88
	- Technical Writer III	26.15
30491	- Unexploded Ordnance (UXO) Technician I	20.95
30492	- Unexploded Ordnance (UXO) Technician II	25.35
30493	- Unexploded Ordnance (UXO) Technician III	30.39
30494	- Unexploded (UXO) Safety Escort	20.95
	- Unexploded (UXO) Sweep Personnel	20.95
	- Weather Observer, Combined Upper Air Or Surface Programs (2)	17.74
	- Weather Observer, Senior (2)	19.70
	Transportation/Mobile Equipment Operation Occupations	
	- Bus Aide	8.09
	- Bus Driver	12.47
	- Driver Courier	12.06
	- Parking and Lot Attendant	7.66
	- Shuttle Bus Driver	12.74

31310	- Taxi Driver	8.96
31361	- Truckdriver, Light	12.98
31362	- Truckdriver, Medium	14.95
31363	- Truckdriver, Heavy	15.18
31364	- Truckdriver, Tractor-Trailer	15.18
99000 -	Miscellaneous Occupations	
99030	- Cashier	8.57
99050	- Desk Clerk	8.02
99095	- Embalmer	20.95
99251	- Laboratory Animal Caretaker I	9.20
99252	- Laboratory Animal Caretaker II	11.91
99310	- Mortician	20.95
99410	- Pest Controller	12.19
99510	- Photofinishing Worker	10.64
99710	- Recycling Laborer	10.70
99711	- Recycling Specialist	12.84
99730	- Refuse Collector	10.20
99810	- Sales Clerk	11.65
99820	- School Crossing Guard	10.11
99830	- Survey Party Chief	15.54
99831	- Surveying Aide	10.10
99832	- Surveying Technician	13.84
99840	- Vending Machine Attendant	12.98
99841	- Vending Machine Repairer	14.03
99842	- Vending Machine Repairer Helper	12.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### ** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.